



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

dependent, sued under the Employers' Liability Act of New Jersey. *P. L. 1911*, p. 136. *Held*, that the accident did not arise in the course of the employment. *Colucci v. Edison Cement Co.*, 111 Atl. 4 (N. J.).

Definitions of the words "in the course of the employment" have varied. See BRADBURY, WORKMEN'S COMPENSATION, 3 ed., c. 13. It is settled that employment includes more than the hours for which wages are paid. *Sharp v. Johnson*, [1905] 2 K. B. 139. An employee who remains to eat lunch on the premises, from choice, is not out of the course of his employment merely because he draws no pay. *Blovett v. Sawyer*, [1904] 1 K. B. 271. The broader view is that anyone doing at the place of work what might reasonably be expected is in the course of his employment. See *Moore v. Manchester Liners*, [1910] A. C. 498, 500. See Francis H. Bohlen, "A Problem in the Drafting of Workmen's Compensation Acts," 25 HARV. L. REV. 401, 406. If a man is employed to keep awake, *e. g.*, as a watchman, sleeping is an abandonment of the work. *Gifford v. Patterson*, 222 N. Y. 4. Otherwise, going to sleep during the work does not *per se* break the course of the employment. *Dixon v. Andrews*, 91 N. J. L. 373, 103 Atl. 410. The court distinguishes the principal case in that deceased, like the watchman in *Gifford v. Patterson*, abandoned his work. But if resting upon the premises was an incident to the work, this distinction seems somewhat artificial.

PARENT AND CHILD — EMANCIPATION — EFFECT OF ENLISTMENT ON DUTY TO SUPPORT. — By a divorce decree the mother was awarded custody of a minor son. Shortly thereafter the son went back to live with the father. During this period he contracted for his services and disposed of his wages as he saw fit. He subsequently joined the marines with his father's consent but without the knowledge of his mother. The father was killed, and the son claimed under the workmen's compensation act as one whom the deceased was under a legal obligation to support. 1911 ILL. LAWS, 315. *Held*, that the claimant is not entitled to recover. *Iroquois Iron Co. v. Industrial Comm.*, 128 N. E. 289 (Ill.).

The father is under a legal duty to support his children. *Spenser v. Spenser*, 97 Minn. 56, 105 N. W. 483; see TIFFANY, PERSONS AND DOMESTIC RELATIONS, §§ 114, 115. Emancipation of a child able to support himself releases the father from this obligation. *Varney v. Young*, 11 Ver. 258. But award of custody to the mother does not destroy the father's duty to support the child. *Pretzinger v. Pretzinger*, 45 Ohio St. 452, 15 N. E. 471; see 2 BISHOP, MARRIAGE, DIVORCE AND SEPARATION, § 1223. Such an award, however, terminates all other parental rights of the father and transfers them to the mother. *Lee v. People*, 53 Colo. 507, 127 Pac. 1023; *Wilkinson v. Deming*, 80 Ill. 342. Consequently in the principal case, as emancipation would destroy the right of custody which had been awarded to the mother, she alone could emancipate and end the father's duty to support. The court overlooked this significant factor, but reached the correct result, as it seems there was emancipation by the mother. Enlistment with parental consent emancipates. *Baker v. Baker*, 41 Ver. 55; see also *Halliday v. Miller*, 29 W. Va. 424, 1 S. E. 821. Moreover, enlistment without consent seems to emancipate, at least until it is ended, as power to control is removed from the parent. *Com. ex rel. Engle v. Morris*, 1 Phila. 381; *Dean v. Oregon R. and Navigation Co.*, 44 Wash. 564, 87 Pac. 824. Even before the enlistment, however, emancipation by the mother is evident. Where a minor contracts on his own account for his services with the knowledge of his parent, emancipation is implied. *Rounds Bros. v. McDaniel*, 133 Ky. 669, 118 S. W. 956.

PHYSICIANS AND SURGEONS — LIABILITY OF PHYSICIAN FOR REVEALING CONFIDENTIAL INFORMATION REGARDING PATIENT OUT OF COURT. — The